

PROJECT #: P05-097
PROJECT NAME: Thomas Enterprises
DEPARTMENT: Development Services Department
DIVISION: Environmental Planning Services

CITY OF SACRAMENTO

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made at Sacramento, California, as of June 12, 2006, by and between the **CITY OF SACRAMENTO**, a municipal corporation ("CITY"), and

*EIP Associates, a division PBS&J Attn: Brian Boxer
1200 Second Street, Suite 200
Sacramento, CA 95814
Ph (916) 325-4800; Fax (916) 325-4810*

("CONSULTANT"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to CITY the services described in Exhibit A. CONSULTANT shall provide said services at the time, place, and in the manner specified in Exhibit A. CONSULTANT shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) CONSULTANT notifies CITY and CITY agrees that such services are outside the scope of Exhibit A; (b) CONSULTANT estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement and/or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento Municipal Code.
2. **Payment.** CITY shall pay CONSULTANT for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONSULTANT for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONSULTANT shall submit all billings for said services to CITY in the manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONSULTANT uses for billing clients similar to CITY.
3. **Facilities and Equipment.** Except as set forth in Exhibit C, CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. CITY shall furnish to CONSULTANT only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.
4. **General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONSULTANT and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over said terms or conditions.

5. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento Municipal Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento Municipal Code Chapter 3.54 are summarized in Exhibit E. CONSULTANT is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.
6. **Authority.** The person signing this Agreement for CONSULTANT hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONSULTANT and to bind CONSULTANT to the performance of its obligations hereunder.
7. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

By: _____
Ray Kerridge, City Manager

APPROVED TO AS FORM:



City Attorney

ATTEST:

City Clerk

Attachments

- Exhibit A - Scope of Service
- Exhibit B - Fee Schedule/Manner of Payment
- Exhibit C - Facilities/Equipment Provided
- Exhibit D - General Provisions
- Exhibit E - Non-Discrimination in Employee Benefits

CONSULTANT:

EIP Associates; a division of PBS&J
NAME OF FIRM

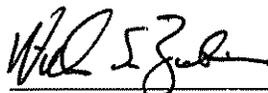
94-1710558
Federal I.D. No.

137-5538-4
State I.D. No.

67462
City of Sacramento Business Op. Tax Cert. No.

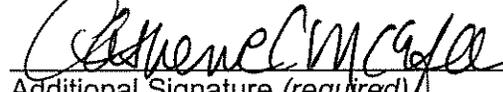
TYPE OF BUSINESS ENTITY (*check one*):

- Individual/Sole Proprietor
- Partnership
- Corporation (*requires 2 signatures*)
- Limited Liability Company
- Other (*please specify: _____*)



Signature of Authorized Person

William S. Ziebrun
Jr. Vice President
Print Name and Title



Additional Signature (*required*)

Catherine M. Cee
Print Name and Title Senior Program Manager

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

Name of Consultant: EIP Associates, a division of PBS&J

Address: 1200 Second Street, Sacramento, CA 95814

The above named Consultant ("Consultant") hereby declares and agrees as follows:

1. Consultant has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") attached hereto as Exhibit E.
2. As a condition of receiving this Agreement, Consultant agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento Municipal Code (the AOrdinance@).
3. Consultant understands, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance are any of the following:
 - a. Bereavement Leave
 - b. Disability, life, and other types of insurance
 - c. Family medical leave
 - d. Health benefits
 - e. Membership or membership discounts
 - f. Moving expenses
 - g. Pension and retirement benefits
 - h. Vacation
 - i. Travel benefits
 - j. Any other benefit offered to employees

Consultant agrees that if Consultant offers any of the above-listed employee benefits, Consultant will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. Consultant understands that Consultant will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Consultant will not be required to provide the benefit, nor shall it be deemed discriminatory, if Consultant requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
 - b. If Consultant is unable to provide a certain benefit, despite taking reasonable measures to do so, if Consultant provides the employee with a cash equivalent Consultant will not be deemed to be discriminating in the application of that benefit.
 - c. If Consultant provides employee benefits neither to employee's spouses nor to employee's domestic partners.
 - d. If Consultant provides employee benefits to employees on a basis unrelated to marital or domestic partner status.

- e. If Consultant submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Agreement is executed by the City of Sacramento ("City"). Consultant understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Agreement is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.
 - f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Agreement is executed by the City.
 - g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).
 - h. Consultant takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Consultant to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
 - i. In the event Consultant cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Consultant provides a cash equivalent to eligible employees for whom employee benefits are not available. Unless otherwise authorized in writing by the City Manager, Consultant understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Agreement is executed by the City.
5. Consultant understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Consultant to possible suspension and/or termination of this Agreement for cause; repayment of any or all of the Agreement amount disbursed by the City; debarment for future agreements until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
6. Consultant understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Consultant further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Consultant also agrees to prominently display a poster informing each employee of these rights.
7. Consultant understands that Consultant has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Agreement award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.
8. Consultant agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Consultant.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Consultant to the provisions of this Declaration.

William S. Ziebron

Signature of Authorized Representative

6-13-06

Date

William S. Ziebron

Print Name

Senior Vice President

Title

EXHIBIT A

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

*Lezley Buford, Principal Planner
City of Sacramento, Development Services Department, Environmental Planning
2101 Arena Boulevard, Suite 200, Sacramento, CA 95834
ph: 916.808.5935 – fax 916.566.3968 / LBuford@cityofsacramento.org*

All CONSULTANT questions pertaining to this Agreement shall be referred to the CITY Representative or the Representative's designee.

The CONSULTANT Representative for this Agreement is:

*EIP Associates, a division of PBS&J
1200 2nd Street, Sacramento, CA 95814
ph: 916.325.4800 / fax: 916.325.4810*

All CITY questions pertaining to this Agreement shall be referred to the CONSULTANT Representative. All correspondence to CONSULTANT shall be addressed to the address set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to the CITY shall be addressed to the CITY Representative.

2. Professional Liability Insurance. Professional Liability (Errors and Omissions) insurance is X is not ___ [check one] required for this Agreement. (See Exhibit D, Section 11, for complete insurance requirements.)

3. Scope of Services.

The services provided shall be set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein. This contract authorizes work to be completed in three cost phases as follows: Cost Phase 1 for a total of \$341,637.00 (three hundred forty one thousand, six hundred and thirty seven dollars); Cost Phase 2 for a total of 341,637.00 (three hundred forty one thousand, six hundred and thirty seven dollars); and, Cost Phase 3 for a total of \$341,636.00 (three hundred forty one thousand, six hundred thirty six dollars). The work completed under each phase shall not exceed the specified cost for that phase unless specifically authorized in writing by the City. This contract also serves as notice to proceed with work to be completed under Cost Phase 1. The Consultant shall not perform work associated with Cost Phase 2 or Cost Phase 3 until written authorization to proceed is given to the Consultant by the City. The City has no obligation to pay for work under Cost Phase 2 and Cost Phase 3 without written authorization to proceed.

4. Time of Performance. The services described herein shall be provided during the period, or in accordance with the schedule, set forth in the scope of services.

THOMAS ENTERPRISES PROJECT ENVIRONMENTAL IMPACT REPORT SCOPE OF WORK

The EIR will analyze the full implementation of the proposed Thomas Enterprises Railyards Specific Plan at a programmatic level. In addition, the EIR will address at a project-specific level development of an 86-acre Project-Level portion of the project. The EIR will also analyze at a programmatic level effects related to the use of approximately 30 acres of the Railyards Specific Plan area for intermodal transportation purposes and relocating the site of intermodal activities from the previously identified 7th/North B Street location.

Task 1. Prepare the Administrative Draft EIR (without transportation, air quality, noise and alternatives sections)

EIP will conduct a comprehensive team Start-up Meeting and site visit. At the Start-up Meeting the consultant team will be briefed on the characteristics of the project, the format of the document, the schedule for document preparation, and other matters critical to achieving a well-prepared EIR and effectively managed environmental review process.

EIP will prepare an Administrative Draft EIR. Public responses to the NOP will be addressed, along with public comments received throughout the outreach process, as noted in this scope of work. The chapters of the Administrative Draft EIR are described below:

Summary

The EIR will include a summary chapter that sets the context for the EIR, provides a discussion of the history of planning the project site, and clarifies for the lay-reader the importance of the conclusions of the EIR. The summary will briefly describe the EIR process, the project and alternatives descriptions, potentially controversial issues, and comments received on the NOP. A summary table will be provided consisting of a matrix of impacts and mitigation measures, including levels of significance of impacts before and after mitigation for the full Railyards Redevelopment program and the Project-Level project-specific component. A table summarizing the comparative effects of the alternatives will also be provided.

Project Description

Using text and graphic representations, EIP will describe the location and characteristics of the proposed project and alternatives. The Project Description will clearly delineate the full program, including proposed land use designations in the Railyards Plan area and the Project-Level Area. The Project Description will also describe any changes to adjacent land use designations in the Richards Boulevard Area Plan area. The Project Description will describe (1) adjustments to the project description since the project application was submitted to the City and the NOP was circulated, (2) project objectives, (3) project characteristics, (4) implementation timing, (5) intended uses of the EIR, and (6) actions required to approve the Railyards Plan and the Project-Level Area. In addition, the Project Description will provide background information on the planning process for the Railyards site.

Analyses of Planning Issues

Following the City's standard practice, a separate chapter will be provided for Plans and Policies. The chapter will provide an initial review of the consistency of the project with relevant policies of the City of Sacramento General Plan and the Central City Community Plan. These planning-related issues are not considered environmental impacts in and of themselves; however the EIR will be used to inform decision makers and the public of issues in these areas.

Environmental Analyses

In each technical section, existing conditions will be described, and relevant federal, State and local laws, regulations, and policies including existing City of Sacramento General Plan policies, will be summarized. The methods and standards of significance used for determining impacts of the project will be clearly and explicitly described in each technical section of the EIR, including any assumptions that are important to understand the conclusions of the analysis. The standards for determining impact significance will be based on existing State and federal rules, regulations and laws, City ordinances and policies (such as

General Plan policies) and industry and City practices. The standards will be used both to determine whether an impact is significant and the effectiveness of recommended mitigation. Feasible mitigation measures will be identified for each significant impact, if available. The description of mitigation measures will identify the specific actions to be taken, the timing of the action, and the parties responsible for implementation of the measure.

The EIR will be based on the existing City of Sacramento General Plan. The Land Use section will describe the status of the concurrent update of the City's General Plan; however based on the current schedule for the GP Update, we do not anticipate addressing the proposed or preferred General Plan alternative or policies in this EIR.

Each technical section will clearly indicate the significance of each impact. The EIR will also include a separate chapter to address the programmatic analysis of the SVS, as well as a chapter to address the project-specific Project-Level Area of the proposed project. These two chapters will focus on detail not considered in the full programmatic analysis of the Railyards Plan. The analyses will also indicate whether mitigation measures apply to the full Railyards Plan, the Project-Level Area, or the SVS.

We anticipate that the Table of Contents of the EIR would include the following chapters:

1. Introduction
2. Summary
3. Project Description
4. Plans and Policies Consistency and Compatibility
5. Railyards Plan Analysis: Environmental Setting, and Programmatic Impacts and Mitigation Measures
 - 5.0 Introduction to the Analysis (including a summary of impacts considered to be less than significant)
 - 5.1 – 5.14 Programmatic Analysis. See technical sections below
6. Project-Level Area Analysis: Project-Specific Impacts and Mitigation Measures
7. SVS Analysis: Programmatic Impacts and Mitigation Measures
8. Alternatives to the Proposed Project
 - a. Railyards Plan Alternatives
 - b. Project-Level Area Alternatives
 - c. SVS Alternatives
9. Other CEQA-Required Considerations
10. EIR Authors and Persons Contacted
11. List of Acronyms and Abbreviations
12. Bibliography

EIP anticipates that the following technical sections will be fully addressed in the Railyards DEIR:

- Land Use
- Population and Housing
- Seismicity, Soil, and Geology
- Water Quality
- Air Quality
- Transportation/Circulation
- Biological Resources
- Energy
- Hazards
- Noise/Vibration
- Public Services
- Utilities
- Aesthetics, Light and Glare
- Cultural Resources
- Recreation

The specific tasks associated with each technical area are described in Key Issues, following Task 11, Project Management.

Railyards Plan Programmatic Analysis

The EIR will include a separate chapter to identify the impacts and mitigation measures for the full Railyards Project. These will be included in Chapters 5.1 through 5.14.

Project-Level Area Project-Specific Analysis

The EIR will include a chapter to address the Project-Level Area of the Railyards Plan, which consists of the proposed Parcels 1, 3 through 31, 33, 36 through 41, and 74 through 84 on approximately 91 acres of the Railyards site. At this time it is anticipated that the Project-Level Area will include mixed uses, including approximately 1.4 million square feet of office, 1.2 million square feet of retail, 433,590 square feet of cultural/entertainment uses, 880 hotel rooms, 31 acres of open space, and up to a maximum of 2,341 residential units. At this time, the Project-Level Area also includes relocation of the UP railroad tracks through the site and the construction of a proposed arena in the Sports and Entertainment District. Because a specific application for an arena has not been submitted to the City, the Project-Level Area of the EIR will include an analysis of an arena and also an analysis of a non-arena alternative. The non-arena alternative would include a mix of entertainment and sports uses, and will be included in the Project Description.

The information regarding this portion of the proposed project will include more detailed plans and site-specific studies. The EIR will analyze the proposed approvals required to begin construction of the Project-Level Area of the Railyards Plan. The project-specific analysis chapter will focus on the potential project impacts that would apply to the Project Level Area. Mitigation measures would be project-specific and would apply only to the Project Level Area, or specific uses therein.

The Project-Level Area analysis will include separate project-specific analyses of most of the technical sections addressed in Chapter 5. Some technical sections will not differ from the programmatic impacts and will not be included in Chapter 6. The Project-Level Portion chapter will include a qualitative examination of Population and Housing effects. In addition, this chapter will address the following technical areas: Air Quality; Biological Resources; Cultural Resources; Hazards; Water Quality; Noise/Vibration; Recreation; Public Utilities; Transportation and Circulation; and Aesthetics.

Programmatic SVS Analysis

The EIR will include an analysis of the proposed Sacramento Valley Station (SVS) at a programmatic level to address the designation of approximately 30 acres south of the Central Shops for use in the development and operation of an intermodal transportation facility. The description of the SVS will consist of a general description of the City's four alternatives with a general project location map and description of operations. The EIR will analyze the proposed land use designation changes required for the SVS. The programmatic SVS analysis chapter will focus on the project impacts and mitigation measures that would apply to the SVS. Mitigation measures would be based on performance standards and would apply only to the SVS portion of the project. The potential footprint and operations of the proposed intermodal facility will not be considered in the analysis.

Alternatives

Development of Alternatives

The EIP team will work with City staff to develop a range of alternatives that will satisfy CEQA requirements, to fulfill the City's objectives for successful redevelopment of the Railyards and development of the Project-Level Area, and, to the extent feasible, to respond to public interest.

Development of alternatives for the full program will consider public input contained in responses to the Notice of Preparation, and anticipated environmental effects. At this time, we anticipate that, at a minimum, a reduced density alternative will be necessary to consider reductions in traffic congestion, air emissions, and noise. A different mix of uses may also be considered.

Public and agency concerns will also be considered in development of alternatives for the project-specific portion. If the project could have one or more significant project impacts, alternatives to reduce those impacts will be developed. Significant cumulative impacts would be addressed through the analysis of the full project, not the specific projects.

Development of alternatives will continue through preparation of ADEIR. The alternatives will continue to be refined throughout ADEIR preparation based on the outcome of environmental analysis.

At this time it is anticipated that the alternatives will include the following for each portion of the EIR analysis:

- Programmatic Railyards Plan Analysis
 - No Project/No Development
 - No Project/No Action (construction under existing plans and within existing infrastructure limitations)
 - Reduced Intensity
 - Additional alternative
- Project-Level Area Analysis
 - No Project/No Development (baseline conditions)
 - No Project/No Action (construction under existing plans)
 - Addition Alternative (reduced intensity or alternative configuration)
- Programmatic SVS Analysis
 - No Project/No Development
 - No Project/No Action (construction of an intermodal facility at 7th / N. B Street)

Specific alternatives will be formulated through discussions with City staff in response to significant impacts identified in the technical sections. The alternatives will be analyzed in the Draft EIR. The basis for selecting each alternative will be provided. A discussion of alternatives that were considered but rejected without full analysis will also be included. The EIR will discuss the project alternatives to the full programmatic Railyards Redevelopment, the programmatic SVS, and the project-specific Project Level portion of the project site in a qualitative manner, providing a comparison to the effects disclosed in the proposed project analyses.

Other CEQA-Required Sections

EIP will prepare the remaining statutorily required sections of the EIR, including:

- a summary of cumulative impacts identified for the proposed project and alternatives (also contained in each technical chapter);
- an evaluation of potential growth-inducing effects that will also include a consideration of potential urban decay effects of the project (as discussed under Key Issues below);
- a summary of the significant environmental impacts that cannot be avoided if the project is implemented; and
- a list of persons and agencies contacted in preparation of the EIR.

The Administrative Draft EIR will also include an introduction, a bibliography, and technical appendices necessary to support the EIR analysis.

The Administrative Draft EIR submitted as part of this task will be substantially complete, but will not include certain sections due to the lack of availability of necessary technical studies and data upon which the analyses are dependent. The sections that are currently anticipated to be excluded from the Administrative Draft EIR submittal include:

- Transportation/Circulation
- Air Quality
- Noise/Vibration
- Cultural Resources
- Aesthetic Resources (Project-Level Area)
- Alternatives

Task 1 Deliverables:

- 15 copies of the Administrative Draft EIR.
- One reproducible original of the ADEIR and Technical Appendices.
- Two (2) electronic copies on CD of the ADEIR. The electronic copy will be a PDF format version of the document text and graphics.

Task 2: Remaining Administrative Draft Chapters

As necessary information becomes available from EIP subconsultants, City consultants, and the applicant, EIP will complete and submit to the City Administrative Draft chapters that were not included in the Task 1 Administrative Draft EIR submittal. Due to the schedule requirements for the project, it is anticipated that this will be a highly interactive process of working with City staff, the applicant, and other technical consultants to provide the City with administrative drafts of chapters as soon as is feasible to facilitate City review and comment.

Task 2 Deliverables

- 5 copies of each administrative draft chapter
- 1 reproducible original of each chapter
- Two (2) electronic copies of each chapter on CD.

Task 3. Draft EIR

EIP will revise the Administrative Draft EIR based on one set of consolidated comments from the City's project coordinator and consistent with the level of effort identified in the project budget. EIP will prepare a pre-publication DEIR for final City review, prior to production of the release of the public-review Draft EIR.

EIP will respond to one set of consolidated edits to the pre-publication Draft EIR and, consistent with the level of effort identified in the budget, will prepare the Draft EIR for public and agency review. EIP will also prepare the Notice of Completion (NOC). Fifty (50) copies of the Draft EIR will be provided to the City for distribution. EIP will submit an electronic version of the document to the State Clearinghouse and to the City for posting on the City web page, as encouraged by the State CEQA Guidelines. It is assumed that City staff will complete the advertising for and distribution of the Draft EIR.

EIP will assist the City with preparation of the Notice of Availability (NOA). If requested by the City, a public notice will be placed by EIP in the Sacramento Bee, and other media, as appropriate.

Task 3 Deliverables:

- 5 copies of the screencheck DEIR.
- 50 bound copies of the Draft EIR.
- One reproducible original of the Draft EIR and Technical Appendices.
- Two (2) electronic copies on CD of the Draft EIR. The electronic copy will be a PDF format version of the document text and graphics.

Task 4. Administrative Final EIR and Draft Mitigation Reporting Plans

It is anticipated that the City's project coordinator will compile and transmit all written comments on the Draft EIR throughout the public review period as one unified set of comments following the close of the public review period. EIP will confer with City staff to review written comments on the Draft EIR, including comments from public meetings and hearings, to develop a general strategy for preparation of responses. Based on this review of the comments, EIP will evaluate the adequacy of the pre-established budget for completion of responses and provide the City with an necessary revision to the budget within one week of receipt of the responses.

The Administrative Final EIR will include all comments, as well as responses to those comments, consistent with the level of effort identified in the project budget. Responses to comments will primarily be presented as Master Responses that will group responses to numerous comments in a single reference. Comments will be numbered (to indicate comment letter and comment number), and the responses to those comments will be similarly numbered to allow easy correlation. The Final EIR will also include revisions to the Draft EIR text, with any text changes that were identified by staff or made in response to public comments.

EIP will prepare three Mitigation Reporting Plans (MRPs) concurrently with the preparation of the Administrative Final EIR, upon finalization of project mitigation measures. The three MRPs will be separated to address the mitigation measures for the programmatic Railyards Plan project, the project-specific Project-Level Area of the project site, and the programmatic SVS analysis. The MRPs will be designed to ensure compliance with adopted mitigation measures during the implementation of the projects. The MRPs will be in table format, and will specify mitigation measures, parties responsible for implementation, monitoring, and, if appropriate, funding sources.

EIP will provide 15 copies of the Administrative Final EIRs and Draft MRPs for City staff review.

Task 4 Deliverables:

- Attendance by Project Manager at a meeting with City staff to review comments on the Administrative Final EIR and MRPs.
- 15 copies of each of the Administrative Final EIR and MRPs.

Task 5. Prepare Final EIR and Final MRPs

EIP will obtain all comments on the Administrative Final EIR and MRPs from the City's project coordinator, who will compile one set of unified City comments for use in revising the document. EIP will provide the City with five pre-publication copies of the Final EIR and MRPs. EIP will then respond to one set of consolidated edits on the pre-publication FEIR and MRPs and prepare a final version of each, consistent with the level of effort identified in the project budget. It is assumed that the Final EIR will be distributed at least ten days prior to the EIR certification hearings.

Task 5 Deliverables:

- 5 screencheck copies of the Final EIR and MRPs.
- 30 copies of the Final EIR
- 30 copies of the MRPs.
- One unbound, reproducible original of the Final EIR and MRP.
- Two (2) electronic copies on CD of the Final EIR. The electronic copy will be a PDF format version of the document text and graphics.

Task 6. Certification Hearings

EIP will attend up to six hearings on the EIR and project approvals.

Task 6 Deliverables:

- Attendance by EIP's Project Director and Project Manager, up to six certification/project hearings.

Task 7. Project Management and Meetings

EIP's Project Director, Project Manager, and Deputy Project Manager will oversee preparation of each component of the environmental analyses and coordinate interaction between the EIR team, including subconsultants, City staff, the applicant and its consultants, as appropriate, agency staff and members of the public.

EIP's Project Manager and Deputy Project Manager will also maintain regular contact with City staff, particularly the project planner and the EIR manager, by phone, facsimile and electronic mail. The project management task also includes document review and management coordination by EIP's sub-consultant Adrienne Graham.

Project management and meetings would include, but not be limited to, the following general tasks:

- Attendance by the Project Director (PD) and Project Manager (PM) at up to 25 meetings @ 2 hours/meeting for PD and PM.
- Attendance by the Deputy Project Manager at up to 15 meetings @ 2 hours/meeting
- Contracts management, review project invoices, approve sub-consultants' invoices, prepare monthly progress report @ 2 hours/month for PM.
- Coordinate EIR preparation with EIP staff, EIP sub-consultants, and City staff @ 2 hours/week for PD and 4 hours/week for PM.
- Review documents, as provided for in the budget.
- Contracts and invoice preparation, document production, delivery and meeting coordination @ 1 hour/week for Associate Admin.

As stated under the "Schedule" at the end of this scope, this task assumes an approximately 11-month (48 weeks) project schedule.

Task 7 Deliverables:

- Attendance of EIP Project Director and Project Manager at up to 25 meetings throughout the EIR process. EIP's Deputy Project Manager will also be available for up to 15 meetings.

EVALUATION OF KEY ISSUES

Programmatic and Project-Specific Analyses

The following discussions include all of the technical sections that will be included in the EIR along with a general discussion of the issues to be addressed in each section. The following technical issues will also be addressed in the Programmatic SVS chapter: Cultural Resources; Hazardous Materials; Public Utilities; and Transportation and Circulation. The following technical issues will be addressed in the Project-Level Portion project-specific chapter of the EIR: Population, Employment and Housing; Air Quality; Biological Resources; Cultural Resources; Hazardous Materials; Hydrology and Water Quality; Noise/Vibration; Parks and Open Space; Public Services; Public Utilities; Radio, Radar and Microwave Transmissions; Transportation and Circulation; and Urban Design and Visual Resources. It is anticipated that the Project-Specific Area chapter will include site-specific project information that will not be included in the programmatic portions of the EIR. For example, the Project-Level Area chapter will include site

design and height information at a more detailed level. Therefore, the proposed photo simulations described below will apply only to the Project-Level Area.

Air Quality

The air quality analysis will focus on criteria pollutants and toxic air contaminants that would be generated during construction and operation of the proposed project. The assessment of traffic-related emissions and localized carbon monoxide impacts will use data prepared by FPA, the traffic consultant.

Air Quality section will quantify diesel emissions from trains passing through the Railyards and cars and trucks on I-5 and discuss qualitatively the effects these emissions could have on proposed residential uses, based on the Health Risk Assessment prepared for the Hazards section, discussed below.

The EIR will address potential existing odors that could affect proposed residential development. The EIR will also address proposed sources of odors associated with development of the site.

Tasks:

Programmatic, Project-Level Portion and SVS Chapters

It is anticipated that the following analyses will be completed for the Programmatic, Project-Level Portion and SVS Chapters of the EIR. Except where noted below, most of the information will be contained in Chapter 5. The Air Quality sections of Chapters 6 and 7 will refer back to the programmatic discussion.

- A description of the historical air quality data from the air quality stations closest to the Railyards area will be prepared.
- A summary of the emission inventory for Sacramento County will be provided.
- Federal (U.S. EPA), State (CARB), and regional Sacramento Metropolitan Air Quality Management District (SMAQMD) air quality regulations, plans, and policies that are applicable to the proposed project will be described. A description of SMAQMD's most recent control measures and plans to attain and maintain the State and federal ambient air quality standards will be presented.
- Existing sensitive receptors for air pollutants in the vicinity of the project, including those on the project site, will be identified.
- All impacts will be assessed using the SMAQMD Standards of Significance and most recently adopted methodology, subject to City review and approval.
- The potential for elevated carbon monoxide concentrations to occur as a result of motor vehicle traffic during existing plus project conditions will be evaluated using the CALINE4 simplified screening procedure developed by the Bay Area Quality Management District.
- Operational emissions of criteria pollutants associated with development of the entire project area will be estimated using URBEMIS 2002 and data provided by the traffic consultant. Separate emissions estimates will be made for the project-specific component.
- EIP will initially assess potential impacts of siting sensitive uses near the rail line, using the California Air Resources Board's guidance document "Air Quality and Land Use Handbook: a Community Health Perspective." If warranted by the assessment and if directed by the City, the ISCST3 model will be used to estimate emissions from diesel particulate matter associated with operation of the diesel powered engines to quantitatively determine impacts. Where relevant, information from the Health Risk Assessment, described under Hazards, below, will be incorporated into the air quality analysis evaluation of diesel emissions.

- A cumulative analysis will be prepared of the proposed project's impacts on the Sacramento Valley Air Basin, and a discussion of the consistency of the project with the AQMD's plans for attainment of the ambient air quality standards will be provided. Consistency would be determined from a review of the AQMD's Air Quality Attainment Plan, cumulative traffic data provided by the traffic consultant, and SACOG population projections.

Project-Level Portion Only

- Construction impacts associated with development of the entire Railyards area will be identified qualitatively. Construction impacts of the Project-Level Portion will be quantified using URBEMIS 2002. Project-Level Portion impacts will be determined based on the construction phasing information that is available. PM₁₀ and PM_{2.5} associated with grading and trenching activities will be considered as well as ROG, NO_x, and CO emissions from the use of diesel powered mobile construction equipment.

Health Risk Assessment

- The HHRA will be prepared as if it were to be included as an appendix in an EIR that would be prepared in compliance with the California Environmental Quality Act (CEQA). The main guidance document for consideration would be the California Environmental Protection Agency (CalEPA) Office of Environmental Health Hazard Assessment (OEHHA) -risk assessment guidance document.¹ The objective of the HHRA is to estimate the potential health impacts at the nearest residences from diesel exhaust from the freeway. This HHRA would incorporate recent improvements and refinements in the practice of risk assessment. Current regulatory guidance requires risk assessments to be conservative in nature.
- The OEHHA risk assessment guidelines require risk assessors to provide risk estimates for "average" conditions likely to be present as well as risk estimates assuming "high-end" conditions. Therefore, the proposed HHRA will include an evaluation of average and high-end exposure conditions. The proposed HHRA tasks include: site characterization, emission/concentration estimation, exposure assessment, toxicity assessment, risk characterization, uncertainty analysis, and preparation of a draft and final report.
- There would be no selection of chemicals in this case, as diesel exhaust is the presumptive chemical of concern. Ventura County Air Pollution Control District has developed a list of acute toxic chemicals associated with diesel exhaust release. However, only chronic non-cancer and potential carcinogenic effects of diesel exhaust are being considered in this analysis.
- **Site Characterization:** This task includes the preparation of an evaluation of the area surrounding the project area relative to this health risk assessment. This section will include an evaluation of which meteorological data set might be most appropriate for the site. In addition, if there are any available measurements on surrogates for diesel exhaust in the area, they will be assessed in this section. There is no direct measurement for diesel exhaust. Some surrogates for diesel exhaust include, black carbon, organic carbon, and elemental carbon. Measurements of each surrogate must be evaluated in light of correlations of the surrogate concentrations with diesel exhaust concentrations. In addition, a discussion regarding background levels of total PM would also be included in this section.
- **Emission/Concentration Estimation:** This task will characterize the intake of diesel exhaust by potential future residents and workers located in the developments under consideration. This will be conducted by estimating the long-term airborne concentration of diesel exhaust that would result from emissions from the freeway and conducting air dispersion modeling.

¹ California Environmental Protection Agency (CalEPA). 2003. *Air Toxics Hot Spots Program Risk Assessment Guidelines: The Air Toxics Hot Spots Program Guidance Manual for Preparation of Health Risk Assessments*. Office of Environmental Health Hazard Assessment. August

- The estimate of diesel traffic will be obtained from the California Department of Transportation (CalTrans) websites and other sources of information, as available. Vehicle diesel exhaust criteria pollutant emissions will be estimated using emission factors generated using the most recent version of the Emission FACTor model (EMFAC) developed by CARB.
- Annual average emission factors will be generated using assumed annual average temperatures and relative humidities.
- To estimate ambient air concentrations, a Gaussian air dispersion model approved by the United States Environmental Protection Agency (USEPA) and CARB will be used. The Industrial Source Complex Short Term (ISCST3) model will be run using default control options.
- The dispersion modeling also requires specification of the physical configuration of the source of emissions. The source of diesel exhaust would be diesel trucks (and a small number of diesel cars) operating on the freeway. One reference for the source terms for the freeway is earlier versions of the CARB guidance manual, which contained model runs for diesel exhaust from freeways. In addition, the South Coast Air Quality Management District (SCAQMD) has published guidance to model emissions from mobile sources for use in land use decisions. That document, *Health Risk Assessment Guidance for Analyzing Cancer Risks from Mobile Source Diesel Idling Emissions for CEQA Air Quality Analysis*,² also contains guidance for modeling emissions from trucks. Where there are differences in approach, the CARB guidance manual will be used, as the proposed project location is not in the SCAQMD. However, differences will be noted for the uncertainty analysis.
- Both residential and worker receptors will be considered in the analysis. Residential and worker receptors will be located based on information provided to us by you about the proposed development. Receptors will be placed at 25 meter (m) spacing along the boundaries of the areas. Receptors within areas will be placed at 50 m spacing on a grid within the areas if judged necessary. Annual average concentrations will be calculated for both worker and residential receptors. No differentiation will be made for potential differences in daytime versus nighttime traffic, for daytime and nighttime workers. This could be conducted, if requested, however, it is not included in the cost estimate.
- Meteorological data for the model will be obtained from the nearest station that has data of sufficient quality and quantity to be used in the modeling. The meteorological data will be reviewed for this project with any available meteorological data from nearby sources. For the purposes of cost estimation, we assume that one year of nearby data will be available for review in a format that allows for easy processing. The review will include comparison of wind roses with a review of average wind speed and a qualitative review of wind direction. We also assume that, if the nearby data set is used, it is in model-ready format.
- **Exposure Assessment:** For this HHRA, only inhalation of diesel exhaust from the freeway will be considered. As discussed previously, both the average and high-end exposure conditions would be evaluated in this HHRA, as recommended by OEHHA.³ Average exposure conditions represent an exposure scenario based on 50th percentile or average exposure parameters. According to OEHHA, a high-end value should be chosen so that the potential incremental cancer risk will not be underestimated. In addition to using the average and high-end parameters, incremental cancer risk evaluations will be calculated for nine, 30, and 70-year exposure durations. The nine- and 30-year exposure durations represent the average and high-end

2 SCAQMD, 2003

3 California Environmental Protection Agency (Cal/EPA). 2003. Air Toxics Hot Spots Program Risk Assessment Guidelines: The Air Toxics Hot Spots Program Guidance Manual for Preparation of Health Risk Assessments. Office of Environmental Health Hazard Assessment. August

estimates for residency time. OEHHA guidelines request that the 70-year exposure duration, the maximum exposure duration, be included in the HHRA.

- **Toxicity Assessment:** In this section, the toxicity assessment for diesel exhaust will be presented. The values published by CalEPA will be used for both the carcinogenic and non-carcinogenic toxicity.
- **Risk Characterization:** ENVIRON will conduct the risk characterization for both the carcinogenic and chronic non-carcinogenic effects. Risk characterization is conducted in two distinct steps. The first step involves quantification of the daily intake (dose) of the chemical. A dose is the amount of a chemical to which a receptor is exposed. Intake assumptions including absorption and bioavailability factors, frequency and duration of exposure, age of receptor, body weight, and inhalation rate are used to calculate the dose. The second step in the risk characterization process compares the estimated daily dose to cancer slope factors and reference doses to obtain an estimate of potential health risks and hazards.
- **Comparison with Background Concentrations:** ENVIRON will provide a map showing the distance from the freeway where the PM concentrations go to background levels. This analysis will only be conducted for total PM and diesel particulate matter.
- **Uncertainty Analysis:** The estimated incremental cancer risks and noncancer effects presented in an HHRA are based on numerous assumptions, most of which are considered conservative. Both generic and site-specific assumptions are used to estimate the air concentrations, human exposures, chemical toxicity, and associated cancer and noncancer health risks. As a result of the cumulative effects of these conservative assumptions, the calculated risks are likely to overestimate actual risks. In this section of the HHRA, ENVIRON will prepare a discussion of the impact of the assumptions made on the end result.
- **Human Health Risk Assessment for Diesel Exhaust for Developments near the Railway Line:** The technical approach to this task follows identically the approach for the previous task, except that railway emissions will be calculated differently. The railway emissions will be calculated using information from the CARB Roseville study and will also incorporate newer information on the emissions estimation from trains that is being developed in conjunction with CARB for use in other railway emissions estimates.
- **Programmatic Level Human Health Evaluation of SVS:** Because there will be insufficient information to allow a detailed evaluation of the health risks that may result from the Sacramento Valley Station, this evaluation will take place on a qualitative level. There have been several evaluations of risks that can result from Intermodal Transportation Hubs (ENVIRON recently conducted such an evaluation). ENVIRON would review these evaluations and synthesize these results to provide a qualitative evaluation of potential impacts that may result from the transportation hubs.
- **Evaluation of Potential Human Health Impacts from Construction on Contaminated Land:** For this task, ENVIRON will follow the general technical approach presented in Task 1 with two exceptions: selection of chemicals and estimation of emissions. If there are more than 10 chemical contaminants to consider, the chemicals will be selected based on a toxicity/concentration scheme that is commonly used by the California Environmental Protection Agency when there are a large number of potential contaminants of concern. A screening evaluation will be conducted to show that volatile chemicals emissions, if any, should not represent a concern during construction. For the emissions of metals and other solid or semi-solid contaminants, the average concentration of contaminants along with estimates of dust emitted during construction from the USEPA AP-42 and SCAQMD guidance will be used. Emissions and dispersion evaluation will take into account wind speed so that the emissions from higher winds will be balanced by the greater dispersion that results from higher winds.

Biological Resources

The potential marina site would be located in the Sacramento River, with potential construction work in the River, and on and along the levee adjacent to the River. Future coordination with the state and federal resource agencies would be required for the proposed marina because construction would occur directly within the Sacramento River channel and within the confines of the levee.

The only special-status species habitat that has been known to occur within the Railyards site is Mexican elderberry, which is known to support the federally-listed Valley elderberry longhorn beetle (VELB). Elderberry bushes have been found in the Richards area as well. A small area of riparian habitat also is present in the Richards Boulevard area, north of the Railyards. Special status species in the vicinity of the site include Swainson's hawk (which nests and forages within 10 miles of the site), purple martins (which have been noted nesting under the I-5 bridge over the American River), and ringtail cats. The EIR will update the status of the VELB habitat and other special status species, and will address potential additional impacts on biological resources.

Tasks

Programmatic, Project-Level Portion and SVS Chapters

It is anticipated that the following analyses will be completed for the Programmatic, Project-Level Portion and SVS Chapters of the EIR. Except where noted below, most of the information will be contained in Chapter 5. The Biological Resources section of Chapter 6 will refer back to the programmatic discussion.

- The California Natural Diversity Data Base (CNDDDB) will be searched to determine whether special-status species other than the VELB have been reported in the project area.
- A biologist will survey the Railyards, proposed roadway alignments in the Richards Area, and proposed riverfront development areas for elderberry bushes, trees and other habitat.
- Based on the findings of the CNDDDB search and site survey, the EIR will assess the potential impacts of the project on biological resources on or near the site. If significant impacts are identified, the EIR will include mitigation measures to reduce potential impacts to biological resources. Specifically, mitigation measures included within the EIR will address the significant project or cumulative impacts on biological resources. Mitigation planning will include measures to avoid sensitive biological resource areas, and reduce, if possible, significant project impacts to plants and wildlife to a less-than-significant level. Mitigation planning will also include descriptions of potential localities within the study area where habitat restoration, conservation planning, or habitat enhancement may be feasible.
- If the project roadways proposed in the Richards area could affect heritage trees, as defined by the City tree ordinance, the EIR will explain how the tree ordinance protects trees from damage during construction and requires replacement of trees removed due to a project.
- The following tasks are not included in this scope: (1) conduct of a wetland delineation; (2) agency consultation pursuant to the State or federal Endangered Species Acts; or (3) USFWS or CDFG protocol surveys.

Programmatic Portion Only

- A biologist will survey the western boundary along the Sacramento River for potential riparian and aquatic habitat. The programmatic portion will address potential future consultation and permitting that would be required and will include programmatic mitigation measures to address potential impacts due to construction and operation of the proposed marina.

Cultural Resources

The cultural resources section will include a discussion of the existing setting, including identified and potential cultural resources. The historical resources analysis will be based on technical reports prepared by JRP Historical Consulting.

Tasks

Programmatic, Project-Level Portion and SVS Chapters

It is anticipated that the following analyses will be completed for the Programmatic, Project-Level Portion and SVS Chapters of the EIR. Except where noted below, most of the information will be contained in Chapter 5. The Cultural Resources sections of Chapters 6 and 7 will refer back to the programmatic discussion.

- A records search will be conducted through the CSU Sacramento Information Center to provide the most recent information on the likelihood of historic or prehistoric resources being present on the project site.
- EIP will review existing information, including the research conducted for the original Railyards Specific Plan and the 7th Street Extension EIR. This information will be used to overview the early history of the Railyards, and to document the relatively high sensitivity of the Railyards for subsurface archaeological resources.
- The EIR will report known archaeological resources found in the Railyards and vicinity.
- The EIR will evaluate the potential for construction activities to disturb or destroy subsurface cultural resources.

Archaeological Resources

EIP has retained the services of the Anthropological Studies Center (ASC) for the purpose of preparing various analyses to assess the characteristics, possible locations, and research potential of archaeological remains, as well as providing technical specifications to guide potential archaeological fieldwork at the location.

Project-Level Portion Only

The evaluation of potential impacts for the Project-Level portion would involve the delineation of archaeological sensitive areas within the Project-Level Portion area, and impact evaluations of potentially sensitive areas.

Historical Resources

Most of the buildings on the Railyards site have been demolished. The remaining buildings, specifically the Depot and the Central Shops, are historically significant and are considered historical resources for the purposes of CEQA. They are all of intense public interest and concern. In order to respond to public concern, EIP proposes a fairly intensive analysis of historical resource impacts.

Tasks

Programmatic, Project-Level Portion and SVS Chapters

- JRP will review previously completed cultural resources reports and identify previously uninventoried and evaluated historic resources in the project vicinity (those within a three block radius) that may be affected by the proposed project. No additional inventory and evaluation will be undertaken for this project.

- JRP will prepare a single impacts analysis document to assess the proposed project impacts (if any) on historic buildings within the Railyard complex or in the adjacent three block radius. This study will also examine what steps would need to be taken to mitigate impacts the project may have on historical resources, is possible, to a level that is less than significant. JRP assumes that notification of interested parties (such as Sacramento Heritage, Inc., Save Our Rail Depot Coalition, Sacramento County Historical Society, Sacramento Trust for Historic Preservation, the Folsom, El Dorado and Sacramento Historical Railroad Association, California State Railroad Museum Foundation, Sacramento Commission on History and Science, Sacramento Heritage Alliance, Capitol City Preservation Trust, and Sacramento Old City Association) will be undertaken by EIP or the City of Sacramento as a part of the standard public notification process required under CEQA. JRP will be able to finish this task prior to the August 25, 2006 deadline ONLY if the following assumptions are met:
 - JRP will receive a detailed project description and appropriate illustrative graphics (elevations, plans, before-and-after renderings / photosimulations, etc.) upon which to base its evaluation. JRP will receive these materials no later than June 12th 2006.
 - JRP assumes that all work proposed that affects historic buildings will be done in accordance with the *Secretary of the Interior's Standards for Rehabilitation, Restoration and Repair of Historic Buildings*. Only if this condition can be met will the project have a chance of having impacts below the level of significance for historical resources.
 - The impacts analysis document will not form an analog to the Finding of Effect (FOE) technical report required under Section 106; if a later study under NEPA is required, the impacts analysis will form the basis of, but not completion of, the FOE.
- EIP will use the above information to describe in the EIR the history of the Railyards and surrounding area.
- Based on the findings of JRP and ASC, the EIR will evaluate the extent the proposed project would affect the integrity of archaeological resources and identified historic resources, including the Depot, the Central Shops, and the Sentry House (on 7th Street).

Seismicity, Soils and Geology

Tasks

Programmatic, Project-Level Portion and SVS Chapters

It is anticipated that the following analyses will be completed for the Programmatic Railyards chapter of the EIR.

- The RSP/RBAP EIR, along with relevant reports prepared by the US Geological Survey, California Division of Mines and Geology, and US Department of Agriculture's Natural Resources Conservation Service, will be used to establish baseline conditions for geology and soils.
- Applicable State and local regulations, the Uniform Building Code, as adopted by the City of Sacramento, and local development standards pertaining to seismic safety and erosion control will be described.
- Impacts to be evaluated qualitatively in the EIR include those associated with exposure to seismic hazards (including seismically-induced ground failure such as liquefaction), expansive soils, settlement and subsidence, and erosion. The significance of identified impacts will be based on the ability of Specific Plan policies, existing regulations and standards, and standard mitigation measures to reduce identified significant impacts to a level below significance.

Hazards

The EIR will evaluate the adequacy of completed and planned remediation to protect future residents if the Proposed Project is adopted, consistent with adopted mitigation measures.

EIP's sub-consultant will prepare a Health Risk Assessment to discuss the potential risk from railroad operations, vehicular traffic on I-5, and project-generated traffic. The results of the Health Risk Assessment will be addressed in the Air Quality and Hazardous Materials sections of the EIR.

Tasks

Programmatic, Project-Level Portion and SVS Chapters

It is anticipated that the following analyses will be completed for the Programmatic, Project-Level Portion and SVS Chapters of the EIR. Except where noted below, most of the information will be contained in Chapter 5. The Hazards and Hazardous Materials sections of Chapters 6 and 7 will refer back to the programmatic discussion.

- EIP will analyze impacts related to the routine transport, storage, use, and disposal of hazardous materials during project construction and operation. Such uses are highly regulated by federal, State, and local environmental protection laws and regulations. The EIR will describe current conditions and summarize applicable regulations and standards. If needed, the EIR will identify mitigation measures and explain how those measures would apply to the proposed project. Issues related to airport hazards, emergency response routes and wildland fire will not be addressed, as no impacts are anticipated in the areas.
- EIP will review and summarize the Final RAPs for the Central Corridor, Northern Shops, Car Shop Nine, and Industrial Wastewater Lagoon study areas and describe the status of cleanup efforts in those areas, which comprise most of the 240-acre Railyards site, to update previous information presented in the RSP/RBAP EIR and SEIR and 7th Street Corridor EIR. The process to identify cleanup levels that will be protective of future land uses and occupants will be succinctly described. The results of remediation of the 7th Street Corridor, Sacramento Station, and other locations will also be summarized, based on documents available to the public. EIP will informally consult with the CalEPA, RWQCB, and City to determine if staff are aware of any new technical issues regarding contamination, based on findings to date, and will report the information in the environmental document. Comments gathered through the Railyards public outreach process conducted by DTSC, if any, will be reviewed and summarized, as appropriate, to identify new community concerns that may be relevant to the proposed land uses. Although site groundwater will not be used for domestic water supply, efforts to control the South Plume (Central Shops) will be described as they relate to construction and dewatering during project implementation.
- The EIR will discuss how the current cleanup of the Railyards according to agency approved RAPs is being implemented and managed through several administrative mechanisms: a 1988 Enforceable Agreement between the Department of Substances Control (DTSC) and SPTCo (and its successor-in-interest, Union Pacific Railroad); a 1994 Memorandum of Understanding (MOU) between the City of Sacramento, SPTCo, and DTSC ("Tri-Party Agreement"); an Environmental Oversight Program (EOP) and an Environmental Oversight Authority (EOA), and City Ordinance No. 2000-038, adopted in October 2000, that addresses implementation of the EOP. The EIR will summarize goals established in the MOU and EOP that: land use is consistent with completed remediation; specific development projects are compatible with remediation achieved; excavation, soil handling, and dewatering activities are observed by an EOA, pre-tested soil zones are established; development is protective of human health and the environment; and procedures for the City and DTSC to work together efficiently are established. The coordinated, joint administration of deed restrictions by the City and DTSC set forth in the MOU will be discussed.

- Based on the current status of cleanup activities, regulatory mechanisms in place that govern redevelopment of the Railyards, and standards of significance developed in consultation with the City, the impact analysis will determine whether the new proposed mix, intensity, or location of land uses could result in exposure of future construction workers, employees and/or residents of the Railyards to unhealthy levels of toxic materials. The analysis will rely on information presented in the RAPs and related agency correspondence, supplemented as necessary by conversations with agency staff. For example, correspondence further addressing the relationship between health risk exposure levels for construction workers and future residential land uses as they relate to deed restriction language established in the RAPs will require additional consideration. If significant impacts are identified, mitigation measures consistent with approaches to cleanup and site redevelopment established in the MOU and other agreements will be identified.

Water Quality

The EIR will address issues related to flooding and the existing federal and State regulations and programs. The EIR will address potential effects on groundwater and on water quality. The EIR will address any potential construction near, or alteration of the existing railroad embankment along the north end of the Railyards area that serves as an additional flood berm.

As discussed above, the potential marina site would be located in the Sacramento River, with potential construction work on and along the levee adjacent to the River. The EIR will address potential hydraulic effects of project construction and operation on and adjacent to the proposed marina site.

Tasks:

Programmatic, Project-Level Portion and SVS Chapters

It is anticipated that the following analyses will be completed for the Programmatic, Project-Level Portion and SVS Chapters of the EIR. Except where noted below, most of the information will be contained in Chapter 5. The Hydrology and Water Quality section of Chapters 6 will refer back to the programmatic discussion.

- EIP will describe existing site surface drainage conditions based on the prior EIRs and information obtained from the City and the project applicant. The current status of surface water drainage improvements (including the capacity of Sump 111, which serves the project area), and current City standards for surface water drainage will be characterized.
- EIP will describe applicable federal, State, and local regulations, including, but not limited to, federal and State NPDES storm water regulations, City policies and standards pertaining to the management of storm water runoff from construction sites and developed sites.
- EIP will summarize existing groundwater conditions based on hydrogeological information developed for and presented in the Remedial Investigation Reports and Annual Groundwater Monitoring Reports prepared for the Railyards cleanup. EIP will qualitatively evaluate potential impacts from groundwater extraction during construction and permanent dewatering for subgrade building components. EIP will qualitatively evaluate if the proposed land use reconfiguration could result in more severe or new significant dewatering impacts than previously identified. Provisions of the Memorandum of Understanding (see Hazards and Hazardous Materials) that address dewatering and how such measures would help reduce potential effects will be explained. Additional mitigation measures will be identified, as appropriate.

Project-Level and Programmatic Portion Chapters

- It is assumed that the project-level and programmatic portions of the project could include the extension of existing City streets through the Railyards to the Richards Boulevard area. This would require the alteration of the existing north berm and may require the construction and operation of

flood gates at these locations. The EIR will address the potential effects of the street extension on the north berm, and regional hydrology and flood control issues.

Programmatic Portion Only

- The programmatic chapter of the EIR will qualitatively address the potential hydraulic effects of the proposed marina on the Sacramento River. The chapter will qualitatively address potential impacts on river hydraulics, as well as potential effects of changed hydraulics on the adjacent levee and on the footings of the existing I Street Bridge. The analysis will also qualitatively evaluate the potential for disturbance to levee integrity through the development of landside marina structures. If potential effects are identified, programmatic mitigation measures will be identified that will avoid or reduce this impact to a less than significant level.

Land Use Consistency and Compatibility

Key issues to be addressed in the land use section include consistency with adopted plans and compatibility of adjacent land uses. The land use section will address issues associated with compatibility with adjacent land uses, including existing and proposed uses within the Richards Boulevard Area Plan (RBAP) to the north, the Alkali Flats neighborhood to the east, the downtown to the south, and Old Sacramento to the west. Lastly, the land use section will address the proposed changes to land use designations and circulation plans in the RBAP. The General Plan consistency analysis will be based on the existing City of Sacramento General Plan. The EIR section will describe the status of the City's current General Plan Update.

Tasks

Programmatic, Project-Level Portion and SVS Chapters

It is anticipated that the following analyses will be completed for the policy consistency analysis in Chapter 4, and for Programmatic, Project-Level Portion and SVS discussions in Chapters 5, 6, and 7.

- The EIR will document existing and planned land uses both on the Railyards area and within the adjacent CBD, Richards, Alkali Flats, Old Sacramento, and downtown areas, based on a site visit and review of applicable plans. Major development projects that are existing, approved or planned for the surrounding area, particularly in the Richards area, will be identified.
- The EIR will assess on a program-level the compatibility of the proposed project and alternatives to other existing and approved development in the Richards Boulevard area and other areas adjacent to the project site, and will evaluate the overall effect of the project and alternatives relative to those land uses. This includes evaluating the compatibility of adopted and proposed land uses within the RBAP immediately adjacent to the northern boundary of the Railyards site. At present, office uses are designated in the area that would have surrounded the 7th/North B Street Intermodal Station. The internal compatibility of land uses within the Railyards site will also be evaluated in this section. This section will also describe the changes in the roadway system in the RBAP and how they could affect adopted land uses, including potential conflicts, if any.
- Compatibility of uses proposed for the Project-Level Area will be evaluated at a project-specific level. Compatibility of uses within the remainder of the site will be evaluated on a programmatic level.
- The EIR will identify land use goals and policies contained in the City's General Plan, the Railyards Specific Plan and SPD Zoning Ordinance, the Central City Community Plan, Richards Boulevard Area Plan, and the Facility Element of the Railyards Specific Plan and Richards Boulevard Area Plan, the Riverfront Master Plan, and any other applicable adopted plans. The EIR will evaluate the extent to which the project and alternatives are consistent with and supportive of these adopted plans and their relevant policies.

Noise/Vibration

Tasks

Programmatic, Project-Level Portion and SVS Chapters

It is anticipated that the following analyses will be completed for the Programmatic, Project-Level Portion and SVS Chapters of the EIR. Except where noted below, most of the information will be contained in Chapter 5. The Noise sections of Chapters 6 and 7 will refer to the programmatic discussion.

Noise

- The EIR will identify the noise level standards contained in the City of Sacramento General Plan Noise Element that are applicable to this project, as well as germane State and federal noise standards.
- The EIR will quantify existing ambient conditions in the Railyards vicinity through use of existing acoustical literature, peak period noise surveys, and application of accepted noise prediction methodologies. EIP staff will review the noise contours previously prepared for the Railyards. Specific noise sources to be evaluated include local traffic, existing on-site activities, and railroad operations.
- It is anticipated that continuous railroad noise-level measurements will be conducted at multiple locations on the project site to quantify the noise emissions of a statistically-significant number of freight and passenger trains. Noise-level monitoring of off-site Light Rail operations will also be conducted to quantify the noise emissions of those train types. Specific attention will be paid to identifying the noise characteristics of the train operations, including warning horn usage, track squeal, welded versus bolted rails, and other factors which account for the generation of rail noise.
- Significant noise impacts will occur if the project results in a significant increase in noise levels at existing noise-sensitive land uses in the project vicinity or causes noise levels to exceed City of Sacramento noise standards at those locations. Significant noise impacts will also be identified if noise-sensitive land uses proposed within the project area would be exposed to noise levels in excess of City noise standards.

Specific noise impacts, both positive and negative, to be evaluated include the effects of all types of rail activity on both existing noise-sensitive land uses identified in the UPRR yard vicinity, as well as impacts on future uses planned for the site. Potential noise impacts from I-5 will also be addressed in the EIR. The potential for noise induced impacts during construction activities will also be evaluated at sensitive receptor locations as well as at historic structures. In the event that pile-driving is required during project construction, specific noise impacts associated with that construction technique will be investigated.

- Specific noise mitigation measures to be considered include the use of site design features which minimize exposure at sensitive areas, setbacks, barriers, construction guidelines for improved interior acoustical isolation, among others.

Vibration

- Wilson Ihrig Associates (WIA) will perform a review of available project related documents for information pertaining to potential vibration impacts. Existing environmental studies will be examined for information and data on projected vibration impacts. The planned location for vibration sensitive land uses such as residential and entertainment and their proximity to transportation sources of groundborne vibration will be the main focus of the initial review. WIA will assess the need for ambient vibration measurements. WIA will summarize its observations in a memo with regard to what is known and what the primary issues appear to be with regard to potential vibration impacts.

- WIA will propose details for ambient vibration measurements, if and where needed. The purpose of any measurements will be to characterize specifically what the existing ground surface vibration levels are due existing transportation sources as they might affect future sensitive land uses. For those vibration sources that will remain in their current location, these data can be used to project future interior vibration levels. For sources that will move, the ambient vibration measurement data can be used to characterize ground vibration propagation in general for sources that will be relocated from their current location, as well as any new sources. WIA will obtain field measurements of the existing ambient ground vibration and document the existing conditions in those areas planned for vibration sensitive land uses (e.g., residential). WIA anticipates from 4 to 6 locations would be used for ambient vibration measurement and source characterization. WIA will measure the "line source response" (LSR) of the ground at two locations on the site. The two LSRs will be measured at locations close to where residences are planned, and where there are no tracks now, but will be in the future, The data from the measured LSR will be compared with the data from the ambient vibration measurements. The LSR data will be used in a predictive model to more accurately determine the potential vibration levels inside the proposed buildings. Additional locations may be needed for the purpose of modeling of vibration from relocated or new sources. The measured ambient and vibration source data will be included in the Technical Report.
- WIA will develop vibration impact significance thresholds for the project using generally accepted criteria for transportation sources, and by applying its experience with groundborne vibration impact assessment. The significance thresholds will be documented in a memo.
- WIA will perform a screening level and general assessment vibration impact analysis using the data it has obtained from ambient measurements supplemented by generic but representative vibration data for rolling stock (freight, passenger rail and LRT), typical building response, and generalized soil response data for conditions indicated in project area. The groundborne vibration predictions will be presented in tabular form and if appropriate, in graphic form (e.g., vibration contours on the project site plan). The projected levels of vibration will for building interiors and will be compared with the appropriate significance thresholds to determine whether or not impact would potentially occur. The intent of this task is to perform a sufficiently detailed analysis consistent with the normal requirements of each project element (Railyards Plan, Project-Level Area, SVS) of the study. The analysis will be most detailed for the Project-Level Area impacts and mitigation evaluation.
- Where potentially significant vibration impacts are projected to occur inside sensitive buildings, WIA will develop and evaluate vibration mitigation strategies that can be employed to lessen or eliminate significant vibration impacts. WIA will use its expertise in groundborne vibration control to evaluate the potential effectiveness of various standard measures of proven technology as well as more recent experimental measures. Again the goal is not to specify case-specific measures, but to evaluate an array of measures and their effectiveness in reducing potential impacts. Determination of case-specific vibration control measures would be the focus of later design studies by others when specific details of buildings, sources, and proximity of sources to buildings are more final.

Recreation (Parks and Open Space)

The EIR will evaluate the adequacy of proposed park, open space and recreation uses in the project in comparison to the requirements established by the City and to demand created by the project itself. This chapter will also qualitatively discuss the project's consistency with the parks, open space and recreation policies of the Sacramento General Plan, and the Riverfront Master Plan prepared by the cities of Sacramento and West Sacramento.

Tasks

It is anticipated that the following analyses will be completed for the Programmatic and Project-Level Portion Chapters of the EIR. Except where noted below, most of the information will be contained in Chapter 5. The Recreation section of Chapter 6 will refer to the programmatic discussion.

Programmatic and Project-Level Portions Only

- Based on the data presented in the Population and Housing section of the EIR, acreage requirements for parks and open space by the project and alternatives will be calculated for the full program and the project-specific component. This requirement will be compared to the park and open space acreage provided by the project and alternatives, as well as by the project specific component.
- If the parks and open space acreage provided by the project or alternatives is not adequate to meet the calculated requirement, the EIR will identify appropriate mitigation, which could include dedicating additional acreage or paying in-lieu fees.

Programmatic Portion Only

- The proposed marina will provide a water-based recreation facility on the Sacramento River. It could increase recreation opportunities by providing needed docking spaces in a congested part of the river, and could adversely affect boating recreation by further restricting a heavily used part of the river. The EIR will evaluate the consistency of the proposed marina with recreation policies of the Sacramento General Plan, as well as policies of the California Department of Boating and Waterways, and the California State Lands Commission. In the event that the proposed marina would adversely affect recreational use of the Sacramento River in the project vicinity, programmatic design parameters will be identified in the form of mitigation measures to be applied to the marina at the time of its design and permitting.

Population and Housing

Tasks

It is anticipated that the following analyses will be completed for the Programmatic and Project-Level Portion Chapters of the EIR. Except where noted below, most of the information will be contained in Chapter 5. The Population and Housing section of Chapter 6 will refer to the programmatic discussion.

Programmatic, Project-Level Portion Chapters

It is anticipated that the following analyses will be completed for the Programmatic, Project-Level Portion and SVS discussions in Chapter 5.

- The EIR will describe the existing housing and population characteristics in the Central City and the Alkali Flats and Richards Areas, which are adjacent to the Railyards. Current City population and housing projections will also be summarized.
- City plans and policies pertaining to housing and commercial/office uses will be summarized, including affordable housing policies and policies related to maintaining a jobs/housing balance.
- Potential inconsistencies with adopted City plans or policies related to environmental issues will be identified.
- This section of the EIR will indicate which sections of the EIR address the secondary effects of project development (e.g., transportation, air quality).

Programmatic and Project-Level Portions Only

- The EIR will calculate the change in housing and population that would result from the project and alternatives. This change will be compared to existing and projected population and housing levels.

- The EIR will discuss the extent to which the project and alternatives would contribute to the City's stock of affordable housing, and what, if any, constraints would be placed on that housing.

Public Services

Tasks

It is anticipated that the following analyses will be completed for the Programmatic, Project-Level Portion and SVS Chapters of the EIR. Except where noted below, most of the information will be contained in Chapter 5. The Public Services sections of Chapters 6 and 7 will refer to the programmatic discussion.

Programmatic and Project-Level Portion Chapters

- The location and available capacity of existing public services in the project vicinity will be described in text and figures, including the location of the closest fire stations, police stations, public schools and libraries. Existing available capacity will be established through communication with the service providers and review of existing service provision plans.
- The project demand for police and fire protection, generation of solid wastes, generation of public school students, and demand for public libraries will be calculated based on standard generation rates provided by the service providers. Where appropriate, project-specific demand/generation rates will be developed through coordination with the service provider to ensure the accurate depiction of the effects of the project as proposed; this may apply to student generation rates in particular.
- Based on calculated project demand, the EIR will assess the ability of the existing services to meet the projected demand of the project. Where inadequacies are identified, the evaluation will identify the extent to which additional services or facilities would be required to meet demands. The EIR will identify significant effects if the potential provision of public services or facilities would potentially create substantial adverse physical effects to the environment. In the event that significant impacts are identified, the EIR will describe potential mitigation measures that could avoid or lessen the physical effects described.
- The EIR will include a discussion of SB 50/Proposition 1A, which limits the City's ability to impose mitigation fees for schools impacts.

Programmatic SVS Analysis Only

- For the SVS, the evaluation of public services will be limited to a consideration of police and fire protection services, and the potential effects of the proposed intermodal transportation facility, including creation of demands on these services. As described above, where potential impacts are identified, mitigation measures will be described that could avoid or lessen the physical effects of the project.

Utilities

Water Supply, Treatment and Infrastructure

The Water Supply portion of the EIR will rely on a Water Supply Assessment (WSA) prepared for the proposed project.

Tasks

Water Supply Assessment

EIP Associates will provide the City with a (WSA) as per the requirements of SB 610. Water supply planning under SB 610 requires reviewing and identifying adequate available water supplies necessary to meet the demand generated by the project, and the cumulative demand over the next 20 years, under a range of climatic and hydrologic conditions. The analysis for this WSA will be based on the 2000 Urban Water Management Plan (UWMP). This review will make sure no assumptions used in the analysis are contrary to the information presented in the latest UWMP.

- EIP will prepare the WSA consistent with the requirements of SB 610. EIP will review existing materials, conduct the appropriate supply and demand analysis. EIP will submit an electronic Administrative Draft WSA for review and comment by the City and designated parties.
- The information contained in the Administrative Draft WSA will be available for use in the CEQA review process.
- Based on one consolidated set of final comments from the City, EIP will incorporate any corrections and modifications and prepare a Final WSA. It is assumed that any comments on the Screencheck Final WSA will be editorial and no new analysis will be required. Based on one consolidated set of comments from your company and the City, EIP will prepare the Final WSA.

Programmatic, Project-Level Portion Analyses

It is anticipated that the following analyses will be completed for the Programmatic and Project-Level Portion Chapters of the EIR. Except where noted below, most of the information will be contained in Chapter 5. The Public Utilities sections of Chapter 6 will refer back to the programmatic discussion.

- The City's existing and planned water supply, treatment facilities and conveyance lines will be described.
- The affect of the Water Forum Agreement on the City's water supply will be described.
- The existing water infrastructure on the project site will be described. Existing and planned water facilities in the project vicinity will be identified.
- Demand factors for water supply will be developed in consultation with City Utilities staff. These factors will be used to calculate demand, which will be compared to existing and anticipated water supply.
- The adequacy of the water treatment plant and conveyance facilities will be evaluated.
- The potential environmental effects of increased water use and extension of offsite water infrastructure will be briefly evaluated.

Wastewater Conveyance and Treatment/Storm Drainage

The Railyards is served by an on-site combined sewer system that discharges to the City's combined sewer system (CSS). Because the site is served by the CSS, this section will evaluate the effects of wastewater generation and storm drainage.

Tasks

Programmatic, Project-Level Portion Chapters

It is anticipated that the following analyses will be completed for the Programmatic and Project-Level Portion Chapters of the EIR. Except where noted below, most of the information will be contained in Chapter 5. The Public Utilities sections of Chapters 6 will refer back to the programmatic discussion.

- The existing storm water drainage and sewer facilities on the project site will be described, including the City's combined storm water/sewer system (CSS). Existing and planned wastewater and drainage facilities in the project vicinity, including pipelines and lift stations will be identified. The status of current plans for rehabilitation of, and improvements to, the City's CSS will also be described.
- The EIR will describe and quantify the increased demand for storm water drainage and sewer facilities that could result from implementation of the project and alternatives. Demand factors for wastewater generation will be developed in consultation with City Utilities staff.
- The EIR will describe infrastructure plans proposed for the project, including the detention basin and conveyance lines, and evaluate the adequacy of the proposed infrastructure to serve the project and alternatives. If existing, planned and project infrastructure would not have adequate capacity to serve project development, mitigation will be recommended.

Project-Level Portion Only

- The EIR will discuss the canal system, cistern and pump station proposed for the Project-Level Portion of the project. The EIR will evaluate the adequacy of the storage and pumping systems planned for the project.

Energy

Electricity (Public Utilities)

Tasks

Programmatic Chapters

It is anticipated that the following analyses will be completed for the Programmatic chapter of the EIR.

- The EIR will identify the existing electrical infrastructure in the area and will provide current demand (usage) and consumption information.
- The existing and future capacity of SMUD to serve the project site will be identified and any shortfalls in supplying electricity to the site will be discussed.
- Generation rates to determine the project's demand for electricity will be identified in consultation with SMUD staff.
- The EIR will evaluate on a project-specific level the proposed project-specific portion of the project. The remainder of the project site will be evaluated on a more general programmatic level. Any new infrastructure required to serve the project (including off-site) will be identified.
- The potential impacts on the environment from electrical generation and conveyance (e.g., hydro-electric, coal, and gas generators, transmission lines) will be provided.

Natural Gas Supply and Infrastructure (Public Utilities)

Natural gas supply and distribution system is provided to the project site by Pacific Gas and Electric Company (PG&E).

Tasks

Programmatic Chapter

It is anticipated that the following analyses will be completed for the Programmatic chapter of the EIR.

- The existing and future capacity of PG&E to serve the project site will be identified and any shortfalls in supplying natural gas to the site will be discussed.
- The EIR will identify the existing natural gas infrastructure in the area and will provide current demand (usage) and consumption information.
- Generation rates to determine the project's demand for natural gas will be identified in consultation with PG&E staff.
- A brief qualitative discussion of the environmental effects of supplying and conveying natural gas will be provided.

Transportation/Circulation

Tasks

Programmatic, Project-Level Portion and SVS Chapters

- EIP will coordinate with the City's transportation consultant to facilitate the creation of a transportation and circulation analysis and chapter that is consistent in style and format with the remainder of the EIR.
- EIP will review the preliminary draft transportation and circulation chapter for adequacy under CEQA and consistency with other portions of the EIR.
- Upon receipt of the chapter from the City, EIP will make minor format edits to incorporate the chapter into the EIR, adding cross-references to other EIR chapters, as appropriate.

Aesthetics, Light and Glare

Photo Simulations (Project-Specific Project-Level Portion only)

William Kanemoto and Associates (WKA) will prepare visual simulations for three alternatives from four vantage points. The amount of detail included in the photosimulations will depend on how much information is available about project design. While details on individual buildings may not be known, the Specific Design Guidelines and the Master Plan may be used to develop massing and other assumptions for the photosimulations. These simulations will provide the viewer with a sense of such visual characteristics as relative scale and mass and changes in view corridors.

Tasks

It is anticipated that the following analyses will be completed for the Programmatic, Project-Level Portion and SVS Chapters of the EIR. Except where noted below, most of the information will be contained in

Chapter 5. The Aesthetics, Light and Glare sections of Chapters 6 and 7 will refer to the programmatic discussion.

Project-Level Portion Only

- WKA will produce computer-generated visual simulations of three project alternatives from each of four viewpoints. This would entail creation of three 3D digital computer models (one of each alternative) and their use to produce simulated montage images ('before' and 'after') from each of the four selected viewpoints. At this time it is assumed that these models would be of portions of the project-specific portion of the project visible within the selected viewpoints. WKA anticipates producing simulations with a moderate degree of realism corresponding to the level of conceptual design detail available from the applicant. In consultation with City environmental staff, WKA would determine the appropriate level of detail at which to treat the proposed building envelopes, based on this available information. WKA assumes some form of generic fenestration and facade articulation in order to achieve a reasonable degree of realism without implying too specific a design intent. Similarly, realistic representation of street trees and landscape would be depicted based on the information available. Scenes would be populated with realistic vehicles and people as appropriate. (Project-specific portion only)
- Minor revisions to the visual simulations would be made in response to City review of draft images. (Project-specific portion only)
- The visual simulations would be presented in the Draft EIR, and would be described in the text to better illustrate the visual character of the alternatives. (Project-specific portion only)

Programmatic, Project-Level Portion, and SVS Chapters

- EIP will describe the existing visual character of the Railyards area and surrounding development, including general building heights, massing, lot coverage and setbacks, streetscape, and the character of nearby neighborhoods (e.g., Alkali Flats, Central Business District)
- The setting section will document views to and from the project area in text and through photographs. The visual characteristics of the project area (e.g., building heights) and view corridors will be generally mapped.
- City of Sacramento planning policies related to aesthetics will be summarized.
- EIP will focus the impact analysis on the changes that development of the project would have on views to and from the Railyards area. The analysis of the full program will be general, describing the changes that could be anticipated given the density of proposed uses and the restrictions and guidelines proposed for the project area. The project-specific analyses will describe anticipated development in more detail, and evaluate the extent to which the Specific Development Guidelines would ensure that the proposed project was visually compatible with surrounding uses.
- The EIR will qualitatively evaluate the effects of increased nightlighting in the Railyards on the character of the downtown at night. Mitigation will be proposed to ensure that light from the proposed project does not "spill over" onto on- or off-site residential uses (such as those along 7th Street in Alkali Flats).
- The EIR will identify locations, if any, where glare could interfere with driving and other activities. If office or other high-rise buildings are allowed in these areas under the proposed project, the EIR will evaluate the extent to which Specific Design Guidelines would ensure that glare-producing materials, such as glass curtain walls, are restricted. If necessary, additional mitigation will be recommended.

Schedule and Budget

BUDGET AND SCHEDULE ASSUMPTIONS

The estimated cost and schedule are based on the work program outlined in the scope of work and key issues, and the following assumptions.

- EIP costs are based on the assumption that the following technical studies, if necessary, will be provided by the City and/or applicant-hired consultants and independently reviewed and approved by the City: Geotechnical Report; Hydrology and Drainage study, Sewer Study, Initial Site Assessment, Traffic Report, and Urban Decay analysis. Should additional technical analysis be required in the EIR beyond that identified in this scope of work following public and agency review of the NOP, EIP will provide the City a budget for any additional work, and will undertake that work only upon specific direction and authorization by the City.
- The Administrative Draft DEIR analyses will address existing City of Sacramento General Plan goals and policies. EIP will work with the City planning and public works staff at the beginning of the project to establish cumulative conditions for the EIR analyses. Changes to those conditions, based on the on-going General Plan update, that require reanalysis of project impacts is considered an out-of-scope task.
- No off-site infrastructure will be required or constructed for the project, beyond minor extensions to hook up to existing services and roadways on or adjacent to the project site. All other off-site improvements will be addressed as mitigation and will be considered at a very limited level.
- Only minor changes to land use designations and circulation plans in the Richards Boulevard Area Plan will be proposed and evaluated in the EIR. Evaluation of changes other than limited re-routing of street alignments and land use changes immediately adjacent to the Railyards site is considered an out-of-scope task.
- Meeting attendance and number of copies of documents will not exceed those assumed in this scope of work, as listed above.
- The schedule for the project will cover 48 weeks. Extension of the project schedule beyond 48 weeks will require reconsideration of the project management and other task budgets, as appropriate.
- The level of effort to produce the pre-publication DEIR, the DEIR, the AFEIR, the pre-publication FEIR, and the FEIR will be as estimated in the budget. In the event that EIP anticipates a level of effort beyond that estimated in the budget, EIP will inform the City and provide a revised estimated budget for City consideration. EIP will not undertake the additional effort without written authorization from the City.

Factors that would increase the scope of work and budget include: attendance at additional public meetings; printing of additional copies of reports; the need to prepare and/or distribute a second ADEIR or AFEIR; analysis of additional issues beyond those discussed in this scope of work or a more detailed level of analysis than described in this scope of work; changes in the project requiring complete or partial reanalysis, rewriting, or revision of EIR sections; collection of data required for the EIR beyond that described in this scope of work; attendance at additional City team meetings beyond those budgeted; and excessive comments on the ADEIR, the DEIR, and AFEIR. EIP will notify the City immediately (and prior to proceeding with out-of-scope work) if any of these conditions appear to be likely to occur. We would propose to renegotiate these items, if required, or charge on a time-and-materials basis.

SCHEDULE

1. Contract authorization: June 20, 2006
2. Completion of Task 1 (submittal of ADEIR): July 17, 2006
3. Receipt of necessary inputs from City transportation consultant: August 14, 2006
4. Completion of Task 2 (submittal of AD Chapters): Sept 8, 2006
5. Completion of Task 3 (publication of DEIR): October 13, 2006
6. Completion of Task 4 (submittal of AFEIR): January 15, 2006
7. Completion of Task 5 (publication of FEIR): February 15, 2006

EXHIBIT B

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

FEE SCHEDULE/MANNER OF PAYMENT

1. **CONSULTANT's Compensation.** The total of all fees paid to the CONSULTANT for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of \$ 1,024,910.00, **One million, twenty four thousand, nine hundred and ten dollars.**
2. **Billable Rates.** CONSULTANT shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein.
3. **CONSULTANT's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONSULTANT for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.
4. **Payments to CONSULTANT.**
 - A. Payments to CONSULTANT shall be made within a reasonable time after receipt of CONSULTANT's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONSULTANT may request payment on a monthly basis. CONSULTANT shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
 - B. All invoices submitted by CONSULTANT shall contain the following information:
 - (1) Job Name
 - (2) Description of services billed under this invoice, and overall status of project
 - (3) Date of Invoice Issuance
 - (4) Sequential Invoice Number
 - (5) CITY's Purchase Order Number
 - (6) Total Contract Amount
 - (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
 - (8) Total Billed to Date
 - (9) Total Remaining on Contract
 - (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.
 - C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONSULTANT for correction. CITY shall not be responsible for delays in payment to CONSULTANT resulting from CONSULTANT's failure to comply with the invoice format described below.

D. Requests for payment shall be sent to:

*City of Sacramento, Development Services Department, Environmental Planning
2101 Arena Boulevard, Suite 200, Sacramento, CA 95834
ph: 916.808.5935 – fax: 916.566.3968
Attn: Lezley Buford*

5. **Additional Services.** Additional Services are those services related to the scope of services of CONSULTANT set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by CITY in accordance with CITY's Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other consultants to perform said Additional Services.
6. **Accounting Records of CONSULTANT.** During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, CONSULTANT shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONSULTANT's costs for all Services and Additional Services performed under this Agreement and records of CONSULTANT's Reimbursable Expenses, in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the CITY upon reasonable written notice.
7. **Taxes.** CONSULTANT shall pay, when and as due, any and all taxes incurred as a result of CONSULTANT's compensation hereunder, including estimated taxes, and shall provide CITY with proof of such payment upon request. CONSULTANT hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONSULTANT's breach of this Section 7.

EXHIBIT C
CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT
FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall *[check one]* Not furnish any facilities or equipment for this Agreement; or
 furnish the following facilities or equipment for the Agreement; *[list, if applicable]*

EXHIBIT D
CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

GENERAL PROVISIONS

1. Independent Contractor.

- A. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONSULTANT nor CONSULTANT's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of this Agreement, and CONSULTANT shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONSULTANT hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONSULTANT's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)
- B. It is further understood and agreed by the parties hereto that CONSULTANT, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONSULTANT for accomplishing such results. To the extent that CONSULTANT obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONSULTANT's sole discretion based on the CONSULTANT's determination that such use will promote CONSULTANT's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONSULTANT use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.
- C. If, in the performance of this Agreement, any third persons are employed by CONSULTANT, such persons shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONSULTANT. It is further understood and agreed that CONSULTANT shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONSULTANT's assigned personnel and subcontractors.

D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONSULTANT. CONSULTANT may represent, perform services for, or be employed by such additional persons or companies as CONSULTANT sees fit provided that CONSULTANT does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** CONSULTANT represents and warrants that CONSULTANT has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONSULTANT to practice its profession or provide any services under the Agreement. CONSULTANT represents and warrants that CONSULTANT shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONSULTANT to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONSULTANT is an out-of-state corporation, CONSULTANT warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.
3. **Time.** CONSULTANT shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONSULTANT's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **CONSULTANT Not Agent.** Except as CITY may specify in writing, CONSULTANT and CONSULTANT's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT and CONSULTANT's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
5. **Conflicts of Interest.** CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONSULTANT's performance of Services under this Agreement. CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONSULTANT agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONSULTANT is or employs a former officer or employee of the CITY, CONSULTANT and any such employee(s) shall comply with the provisions of Sacramento Municipal Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.
6. **Confidentiality of CITY Information.** During performance of this Agreement, CONSULTANT may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONSULTANT agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONSULTANT shall not

at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONSULTANT shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONSULTANT of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. CONSULTANT Information.

- A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONSULTANT pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONSULTANT shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.
- B. CONSULTANT shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONSULTANT pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONSULTANT not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONSULTANT of its obligations hereunder, which shall survive any termination or expiration of this Agreement.
- C. All proprietary and other information received from CONSULTANT by CITY, whether received in connection with CONSULTANT's proposal to CITY or in connection with any Services performed by CONSULTANT, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONSULTANT of any request for the disclosure of such information. The CONSULTANT shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONSULTANT shall have sole responsibility for defense of the actual "trade secret" designation of such information.
- D. The parties understand and agree that any failure by CONSULTANT to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONSULTANT of any rights regarding the information designated "trade secret" by

CONSULTANT, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

8. **Standard of Performance.** CONSULTANT shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONSULTANT's profession in California. All products of whatsoever nature that CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONSULTANT's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONSULTANT shall assign only competent personnel to perform Services pursuant to this Agreement. CONSULTANT shall notify CITY in writing of any changes in CONSULTANT's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONSULTANT to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONSULTANT shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

9. **Term; Suspension; Termination.**

- A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.
- B. CITY shall have the right at any time to temporarily suspend CONSULTANT's performance hereunder, in whole or in part, by giving a written notice of suspension to CONSULTANT. If CITY gives such notice of suspension, CONSULTANT shall immediately suspend its activities under this Agreement, as specified in such notice.
- C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONSULTANT. If CITY gives such notice of termination, CONSULTANT shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:
 - (1) CONSULTANT shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.
 - (2) CITY shall pay CONSULTANT the reasonable value of Services rendered by CONSULTANT prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONSULTANT had the Agreement not been terminated or had CONSULTANT completed the Services required by this Agreement. In this regard, CONSULTANT shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services rendered by CONSULTANT. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

10. Indemnity.

- A. Indemnity: CONSULTANT shall indemnify and save harmless, CITY, its officers and employees, and each and every one of them, from and against all actions, damages, costs, liability, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonable incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), to the extent such Liabilities are caused by or arise from any negligent act or omission, recklessness or willful misconduct of CONSULTANT, its subconsultants, subcontractors or agents, and their respective officers and employees, in connection with the performance or nonperformance of this Agreement, whether or not (i) such Liabilities also are caused in part by the passive negligence of the CITY, its officers or employees, (ii) the CITY, its officers or employees reviewed, accepted or approved any service or work product performed or provided by the CONSULTANT, or (iii) such Liabilities are litigated, settled or reduced to judgment.
- B. Obligation to Defend: CONSULTANT shall, upon CITY's request, defend at CONSULTANT's sole cost any action, claim, suit, cause of action or portion thereof that asserts or alleges Liabilities caused by or arising from any negligent act or omission, recklessness or willful misconduct of CONSULTANT, its sub-consultants, subcontractors or agents, and their respective officers and employees, in connection with the performance or nonperformance of this Agreement, whether such action, claim, suit, cause of action or portion thereof is well founded or not.
- C. Insurance Policies; Intellectual Property Claims: Except as may be expressly provided in this Section 10, the existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONSULTANT hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

11. Insurance Requirements. During the entire term of this Agreement, CONSULTANT shall maintain the insurance coverage described in this Section 11.

Full compensation for all premiums that CONSULTANT is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONSULTANT under this Agreement. No additional compensation will be provided for CONSULTANT's insurance premiums.

It is understood and agreed by the CONSULTANT that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONSULTANT in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance, providing coverage at least as broad as

ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the CONSULTANT.

No automobile liability insurance shall be required if CONSULTANT completes the following certification:

"I certify that a motor vehicle will not be used in the performance of any work or services under this agreement." _____ (CONSULTANT initials)

- (3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Worker's Compensation policy shall include a waiver of subrogation for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

_____ Workers' Compensation waiver of subrogation in favor of the City is required for all work performed by the CONSULTANT.

No Workers' Compensation insurance shall be required if CONSULTANT completes the following certification:

"I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance." _____ (CONSULTANT initials)

- (4) Professional Liability Insurance providing coverage on a claims made basis for errors, omissions or malpractice with limits of not less than one million (\$1,000,000) dollars if required by the CITY by selecting the option below.

X Professional liability insurance is required and must be continued for at least 5 year(s) following the completion of all Services and Additional Services under this Agreement.

B. Additional Insured Coverage

- (1) Commercial General Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of activities performed by or on

behalf of CONSULTANT, products and completed operations of CONSULTANT, and premises owned, leased or used by CONSULTANT. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

_____ Additional insured endorsement must be signed by an authorized representative of the insurance carrier.

If the policy includes a blanket additional insured endorsement or contractual additional insured coverage, the above signature requirement may be fulfilled by submitting that document with a signed declaration page referencing the blanket endorsement or policy form.

- (2) Automobile Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- (1) Except for professional liability, CONSULTANT's insurance coverage shall be primary insurance as respects CITY, its officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees or volunteers.
- (3) Coverage shall state that CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:V. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the CITY Risk Management Division in writing prior to execution of this Agreement.

E. Verification of Coverage

- (1) CONSULTANT shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be

forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

- (2) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONSULTANT and/or cancel the Agreement if the insurance is canceled or CONSULTANT otherwise ceases to be insured as required herein.

F. Subcontractors

CONSULTANT shall require and verify that all sub-consultants and subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

12. Equal Employment Opportunity. During the performance of this Agreement, CONSULTANT, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: CONSULTANT shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".
- B. Nondiscrimination: CONSULTANT, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONSULTANT for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONSULTANT of CONSULTANT's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- D. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by CONSULTANT with the

nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:

- (1) Withholding of payments to CONSULTANT under this Agreement until CONSULTANT complies;
- (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: CONSULTANT shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONSULTANT shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONSULTANT may request CITY to enter such litigation to protect the interests of CITY.

13. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONSULTANT, and by CITY, in accordance with applicable provisions of the Sacramento Municipal Code.
14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONSULTANT, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
17. **Assignment Prohibited.** The expertise and experience of CONSULTANT are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities who will fulfill the obligations imposed on CONSULTANT under this Agreement. In recognition of this interest, CONSULTANT shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.

EXHIBIT E

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits Code (the "Ordinance"), codified as Sacramento Municipal Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$25,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas

and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

"Contractor" means any person or persons, firm partnership or corporation, company, or combination thereof, that enters into a Contract with the City. "Contractor" does not include a public entity.

"Domestic Partner" means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

"Employee Benefits" means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. "Employee benefits" shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

CONTRACTOR'S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee's name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

(a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as Attachment "A."

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment "B."

Attachment A



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

On (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits Code (Sacramento Municipal Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento
Contract Services Unit
915 I Street, 2nd Floor
Sacramento, CA 95814-2714

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
 - Reinstatement, injunctive relief, compensatory damages and punitive damages

 - Reasonable attorney's fees and costs -

Attachment B



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

If you feel you have been discriminated against by your employer . . .

You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento
Contract Services Unit
915 I Street, 2nd Floor
Sacramento, CA 95814-2714
- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

You May Also . . .

Submit a written complaint to the City of Sacramento, Contract Services Unit, at the same address, containing the details of the alleged violation.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/31/2006

PRODUCER (305)822-7800 FAX (305)827-0585
Collinsworth, Alter, Fowler, Dowling
& French Group Inc.
P. O. Box 9315
Miami Lakes, FL 33014-9315

INSURED Post, Buckley, Schuh, & Jernigan, Inc.
d/b/a PBS&J
2001 NW 107 Avenue
Miami, FL 33172-2507

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Sentry Insurance a Mutual Company	A+ XV
INSURER B: Steadfast Insurance Company A XV	
INSURER C: Lloyds of London A XV	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	90-15807-03	09/30/2005	09/30/2006	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY	90-15807-04 90-15807-05	09/30/2005	09/30/2006	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Contractual Liab				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B		EXCESS/UMBRELLA LIABILITY	AUC508762101	09/30/2005	09/30/2006	EACH OCCURRENCE \$ 25,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0				AGGREGATE \$ 25,000,000
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	90-15807-01 90-15807-02	09/30/2005	09/30/2006	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below NO				
C		OTHER Professional/Pollution Liability	LDUSA0500811	09/30/2005	09/30/2006	\$1,000,000 Limits Ea Claim and Annual Aggregate 11/11/1961 Retrodate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Re: Thomas Enterprises (Sacramento Railyards)
Named Insured Includes: EIP a division of PBS&J
See attach

CERTIFICATE HOLDER

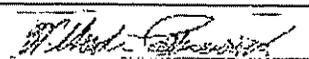
Sacramento, City of
Attn: Scott Johnson
2101 Arena Blvd
Suite 200
Sacramento, CA 95834

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Meade Collinsworth/EEC



Sacramento, City of

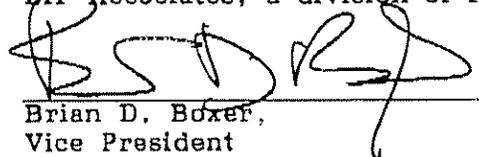
Certificate issued to Sacramento, City of 05/31/2006
 Collinsworth, Alter, Fowler, Dowling

05/31/2006
 Named Insured: Post, Buckley, Schuh & Jernigan, Inc d/b/a PBS&J and EIP Associates a division of PBS&J.

Certificate Holder: City of Sacramento
 Ref: Thomas Enterprises (Sacramento Railyards)

The City, its officials, employees, and volunteers are named additional insured on the General & Auto liability, excluding professional services; said policies shall be primary and non-contributory to that of the named additional insureds.

EIP Associates, a division of PBS&J



 Brian D. Boxer,
 Vice President

6/16/06
 Date

EIP ASSOCIATES

HOURLY BILLING RATES AND JOB CLASSIFICATIONS

Principal	\$160 - \$240/hour
Technical Director / Program Manager	\$150 - \$190/hour
Senior Manager / Senior Scientist /Senior Engineer Senior Planner / Senior Administrator	\$110 - \$155/hour
Associate Manager / Associate Scientist / Associate Planner / Associate Administrator	\$85 - \$120/hour
Environmental Professional / Planner / Scientist / Administrative	\$65 - \$95/hour
Technician/Analyst / Clerical	\$45 - \$60/hour
Mileage is charged at	\$.445/mile
Photocopies are charged at	\$.15/page

Direct costs (i.e., travel, meals, lodging, auto rentals, printing, graphic materials, specialized computer charges, etc.) and subcontractor fees are subject to a 15% administration charge.

1. This schedule is effective from January 1, 2006 to March 31, 2007, and subject to revision thereafter.
2. Invoices will be submitted by Consultant monthly. Client will notify Consultant, in writing, of any objections to an invoice within ten (10 days) of the date of invoice. Otherwise, the invoice shall be deemed acceptable by the Client. Amounts indicated on invoices are due and payable immediately upon receipt. The Client's account will be considered delinquent if Consultant does not receive full payment within thirty (30) days after the invoice date.
3. A service charge will be applied at the rate of 1.0 percent per month (or the maximum rate allowable by law) to delinquent accounts. Payment thereafter will be applied first to accrued interest and then to the principal unpaid by the Client.
4. EXPERT TESTIMONY. For situations requiring expert testimony, services will be provided at 1.5 times the standard hourly rates listed, with a minimum of four hours. Time spent in preparation and review of testimony will be charged at standard rates.